

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 14281-B Filed & Recorded

MAR 19 1987 10-20 AM

INTERSTATE COMMERCE COMMISSION March 18, 1987

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

312/559-6165

File No. A-12203

File Reference: A-12203-2

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D. C. 20423

No. 7-078A013

Date MAR 19 1987

Fee \$ 10.00

Dear Mr. Bayne:

ICC Washington, D. C.

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of a Second Supplemental Indenture dated as of March 1, 1987 by and between Chicago and North Western Transportation Company and American National Bank and Trust Company of Chicago. This Indenture supplements the Consolidated Mortgage Indenture dated as of January 15, 1984 assigned Recordation No. 14281 and the First Supplemental Indenture dated as of April 15, 1984 assigned Recordation No. 14281-A.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.
2. American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60602.

Enclosed is a check for \$10.00 to cover your recording fee. Keep one counterpart for your files and return the other counterparts each showing your recordation data.

Sincerely

Lisa M. Fanelli

Lisa M. Fanelli
Assistant Secretary

Enclosure

cc: M. H. Shumate

f-cs37k1

ICC OFFICE OF
THE SECRETARY
MAR 19 10 11 AM '87
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

3/19/87

OFFICE OF THE SECRETARY

Lisa M. Fanelli

Assist. Sec.
Chicago & North Western Transportation Co.
One North western Center
Chicago, Illinois 60606

Dear
Ms. Fanelli:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/19/87 at 10:20am, and assigned recordation number(s).]428]-B

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 14281-B Filed & Recorded

MAR 19 1987 10-20 AM

INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL INDENTURE dated as of March 1, 1987, by and between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company), party of the first part, and American National Bank and Trust Company of Chicago, a national banking association, as Trustee (hereinafter called the Trustee), party of the second part:

WHEREAS, the Company heretofore executed and delivered to the Trustee a Consolidated Mortgage Indenture dated as of January 15, 1984 (hereinafter called the Consolidated Mortgage), providing for the issuance from time to time of mortgage bonds of the Company (hereinafter sometimes called the Bonds); and

WHEREAS, the terms defined in the Consolidated Mortgage are used herein; and

WHEREAS, there have been authenticated and delivered under the Consolidated Mortgage \$75,000,000 principal amount of Consolidated Mortgage 14-1/4% Bonds, Series A, Due 2004; and

WHEREAS, there have been authenticated and delivered under a Supplemental Indenture as of April 15, 1984, by and between the Company and the Trustee, to the Consolidated Mortgage \$80,000,000 principal amount of Consolidated Mortgage 15-3/4% Bonds, Series B, Due 2004; and

WHEREAS, the Company desires to create a new series of Bonds, to be designated Consolidated Mortgage 9.93% Bonds, Series C, Due 1992 (hereinafter sometimes called the Series C Bonds), and desires by this Second Supplemental Indenture, as provided in Section 3 of Article One, Section 10 of Article Two and Clause (f) of Section 1 of Article Thirteen of the Consolidated Mortgage, to set forth the terms and provisions of the Series C Bonds; and

WHEREAS, all acts and things prescribed by the Certificate of Incorporation and By-laws of the Company have been duly performed and complied with and the Company has duly executed and delivered this Second Supplemental Indenture in the exercise of the legal rights and powers vested

in it, and all things necessary to make this Second Supplemental Indenture a valid, binding and legal agreement have been duly done and performed;

NOW THEREFORE, This Second Supplemental Indenture Witnesseth:

That, in order to declare the terms of this Second Supplemental Indenture, and for and in consideration of the premises of the sum \$10 by each party to the other paid, receipt whereof is hereby acknowledged, and for other good and valuable considerations, the parties hereto do hereby agree as hereinafter set forth.

ARTICLE ONE.

Bonds of Series C.

Section 1. The Bonds of Series C and the Trustee's certificate of authentication thereon shall be substantially in the form set forth in Annex A hereto.

Section 2. The Bonds of Series C shall be issued as registered Bonds without coupons in denominations of \$1,000 or any multiple of \$1,000 and shall be exchangeable for registered Bonds of Series C in other authorized denominations of like aggregate principal amount.

Section 3. The Bonds of Series C shall be payable on March 12, 1992; shall bear interest at the rate per annum specified in the form thereof attached as Annex A hereto, from the date of original issuance thereof, payable annually on the twelfth day of March in each year until the payment of the principal sum; and shall be payable as to principal at the office or agency of either the Trustee or the Company maintained for that purpose in The City of Chicago, and as to interest, unless other arrangements are made, by checks mailed to the persons in whose names the Bonds are registered at the close of business on the last day in the month of February immediately preceding such March 12, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Neither the Company nor the Trustee shall be required to maintain any office or agency in the Borough of Manhattan, The City of New York, for any of the purposes, with respect to the Bonds of Series C, set forth in Article Four, Section 2 of the

Consolidated Mortgage. Temporary Bonds of Series C may be issued as provided in Section 10 of Article One of the Consolidated Mortgage.

The Bonds of Series C are not redeemable, or exchangeable or convertible into stock or other securities, as a whole or in part before the maturity thereof. The Bonds are not entitled to the benefits of any sinking fund.

Section 4. The Company will, subject to the exceptions and limitations set forth below, pay as additional interest to the holder of any Series C Bond who is a United States Alien (as defined below) such additional amounts as may be necessary so that every net payment on such Series C Bond, after withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by the United States (or any political subdivision or taxing authority thereof or therein) will not be less than the amount provided in such Series C Bond to be then due and payable. However, the Company will not be required to make any payment of additional amounts for or on account of:

(a) any tax, assessment or other governmental charge that would not have been so imposed but for the existence of any present or former connection between such holder (or between a fiduciary, settlor or beneficiary of, or a person holding a power over, such holder, if such holder is an estate or a trust, or a member or shareholder of such holder, if such holder is a partnership or a corporation) and the United States, including, without limitation, such holder not being a United States Alien or such holder (or such fiduciary, settlor, beneficiary, person holding a power, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in trade or business or present therein or having or having had a permanent establishment therein;

(b) any estate, inheritance, gift, sales, transfer or personal property tax or any similar tax, assessment or other governmental charge;

(c) any tax, assessment or other governmental charge imposed by reason of the past or present status of such holder as a personal holding company or foreign personal holding company or controlled foreign corporation with respect to United States federal income taxation, or as a corporation that accumulates earnings

to avoid United States federal income tax, or as the owner, actually or constructively, of 10% or more of the total combined voting power of all classes of stock of the Company that is entitled to vote, or as a tax exempt organization or as a private foundation;

(d) any tax, assessment or other governmental charge that is payable otherwise than by withholding from a payment on a Series C Bond;

(e) any tax, assessment or other governmental charge imposed by reason of the failure of the registered holder and the beneficial owner to comply with any requirements under United States tax law and regulations to establish entitlements to exemption from such tax assessment or other governmental charge, provided such registered holder or beneficial owner would otherwise have been entitled to such exemption, including a failure to provide a timely and properly completed Internal Revenue Service Form W-8 (or any successor form) in respect of this Bond;

(f) any combination of items (a), (b), (c), (d) and (e);

nor shall additional amounts be paid with respect to any payment on a Series C Bond to a holder who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the United States (or any political subdivision thereof) to be included in the income for tax purposes of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to the additional amounts had such beneficiary, settlor, member or beneficial owner been the registered owner of such Series C Bond.

"United States Alien" means any corporation, partnership, individual or fiduciary that for United States tax purposes is, as to the United States, a foreign corporation, a nonresident alien individual, a nonresident alien fiduciary, or a foreign estate or trust, or a foreign partnership to the extent that one or more of its members are, as to the United States, foreign corporations, nonresident alien individuals or nonresident alien fiduciaries or foreign estates or trusts.

ARTICLE TWO.

Issue of Series C Bonds.

Section 1. Upon or at any one time after the execution of this Second Supplemental Indenture, the Company shall execute and deliver to the Trustee a single issue of not in excess of \$25,000,000 principal amount of Bonds of Series C, and thereupon the Trustee, pursuant to Section 2 of Article Two of the Consolidated Mortgage, shall authenticate said Bonds and deliver the same upon the written order of the Company without awaiting the filing or recording of this Second Supplemental Indenture and without further action by the Company other than that required by Section 2 of Article Two of the Consolidated Mortgage.

ARTICLE THREE.

Sundry Provisions.

Section 1. All the covenants, stipulations, promises and agreements in this Second Supplemental Indenture contained by or on behalf of the Company, shall bind its successors and assigns, whether so expressed or not.

Section 2. The recitals and statements contained herein shall be taken as the recitals and statements of the Company, and the Trustee assumes no responsibility for the correctness of the same.

ARTICLE FOUR.

In General.

Section 1. This Second Supplemental Indenture may be executed in any number of counterparts each of which shall be and shall be taken to be an original, and all such counterparts shall together constitute one and the same instrument.

Section 2. This Second Supplemental Indenture is executed as and shall constitute an instrument supplemental

to the Consolidated Mortgage, and shall be construed in connection with and as a part of the Consolidated Mortgage.

IN WITNESS WHEREOF, Chicago and North Western Transportation Company, the party of the first part, has caused this Second Supplemental Indenture to be signed in its corporate name and acknowledged by its President, or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and American National Bank and Trust Company of Chicago, as Trustee as aforesaid, the party hereto of the second part, has caused this Supplemental Indenture to be signed in its corporate name and acknowledged by a Vice President or an Assistant Vice President, and its corporate seal to be hereunto affixed by an Assistant Secretary, all as of March 1, 1987.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

By



Vice President

(Corporate Seal)

Attest:


Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,

By 
Vice President

(Corporate Seal)

Attest:


Assistant Secretary

Approved as to form for execution by Chicago and
North Western Transportation Company.

Mack H. Shumate, Jr.
General Attorney

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARCIA L. BOVENZO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that T. A. TINGLEFF, personally known to me to be a Vice President of Chicago and North Western Transportation Company, a Delaware corporation, and LISA M. FANELLI, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and, being by me duly sworn, severally said and acknowledged that they are a Vice President and Assistant Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

GIVEN under my hand and notarial seal this 12th day of March, A.D., 1987.

Marcos L. Bovenzo
Notary Public

My Commission Expires September 12, 1987.

[NOTARIAL SEAL]

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, DEBORAH S. JONES, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RONALD B. BREMEN, personally known to me to be a Vice President of American National Bank and Trust Company of Chicago, a national banking association, and RICHARD Y. GUTHRIE, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and, being by me duly sworn, severally said and acknowledged that they are a Vice President and Assistant Secretary, respectively, of said corporation, that they signed and delivered said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation.

GIVEN under my hand and notarial seal this 12th day of March, A.D., 1987.


 Notary Public

My Commission Expires October 23, 1989.

[NOTARIAL SEAL]

ANNEX A

[FORM OF FACE OF SERIES C BONDS]

THE BONDS REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. SUCH BONDS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF EFFECTIVE REGISTRATION STATEMENTS COVERING SUCH BONDS UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS THE HOLDER SHALL HAVE OBTAINED AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED.

REGISTERED NO

REGISTERED \$.....

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Consolidated Mortgage 9.93% Bond,

Series C,

Due 1992

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation of the State of Delaware (hereinafter called the Company), for value received, hereby promises to pay to , or registered assigns, the principal sum of dollars on the twelfth day of March 1992, and to pay interest on said principal sum from the date of original issuance hereof at the rate of nine and ninety-three hundredths per cent. (9.93%) per annum, annually, on the twelfth day of March in each year until the payment of said principal sum. Payment of the principal of, and premium, if any, on this Bond will be made at the office or agency of either the Trustee or the Company maintained for that purpose in The City of Chicago, and payment of interest thereon will be made, unless other arrangements are made, by check mailed to the person in whose name this Bond is registered at the close of business on the last day of the month of February immediately preceding such March 12, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is not redeemable, or exchangeable or convertible into stock or other securities, as a whole or in part prior to the maturity hereof. The Bonds are not entitled to the benefits of any sinking fund.

Reference is made to the further provisions of this Bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Bond shall not be entitled to any benefit under the Consolidated Mortgage, and shall not be valid or obligatory for any purpose until this Bond shall have been authenticated by the certificate hereon of the Trustee under the Consolidated Mortgage.

IN WITNESS WHEREOF, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY has caused this Instrument to be signed by its President, or one of its Vice Presidents, either manually or by a facsimile of his signature, and its corporate seal or a facsimile thereof to be hereunto affixed, or engraved or imprinted hereon, and to be attested by its Secretary, or one of its Assistant Secretaries, either manually or by a facsimile of his signature.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

By _____
President

Attest:

Secretary

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION
ON ALL BONDS]**

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds, of the series designated herein, referred to in the within-mentioned Consolidated Mortgage.

**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,**

Trustee

By _____
Authorized Officer

DATED:

[FORM OF REVERSE OF SERIES C BONDS]

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Consolidated Mortgage 9.93% Bond,

Series C,

Due 1992

This Bond is one of the Consolidated Mortgage Bonds of the Company, unlimited as to aggregate principal amount at any one time outstanding, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated as of January 15, 1984, executed by the Company to American National Bank and Trust Company of Chicago, as Trustee, known as the Consolidated Mortgage. For a description of the properties and franchises mortgaged and pledged, the nature and extent of the security, and the rights of the holders of the Bonds and the Trustee in respect of such security, reference is made to the Consolidated Mortgage and any supplements thereto.

The Consolidated Mortgage permits the amendment thereof or any supplement thereto or agreement in respect thereof or the modification of or addition to rights of the holders of the Bonds of all or any series under the Consolidated Mortgage or any supplement thereto, but no such amendment, modification or addition may be effected except upon the adoption thereof by the holders of such percentage of the Bonds affected thereby as is specified in the Consolidated Mortgage with respect thereto and upon approval thereof by the Board of Directors of the Company; and except with the consent of the holder of each Bond which would be affected thereby, to be evidenced by an appropriate legend stamped thereon, no such amendment, modification or addition may reduce the principal amount of any Bond or the rate of interest thereon or otherwise modify the terms of payment of the principal of any Bond or the interest on any Bond or effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds. The Consolidated Mortgage specifies the methods by which, and the further terms and conditions on which, such amendments, modifications and additions can be effected.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts and the Bonds of any one series may differ from the

Bonds of any other series as to date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, and otherwise, all as in the Consolidated Mortgage provided. The Bonds of the series in which this Bond is included are designated Consolidated Mortgage 9.93% Bonds, Series C, Due 1992 ("Series C Bonds"). The aggregate principal amount of the Series C Bonds which may be outstanding at any time is limited to the principal amount of \$25,000,000, except as otherwise provided in the Consolidated Mortgage.

In case an event of default, as defined in the Consolidated Mortgage, shall occur, the principal of the Bonds may be declared, or may become, due and payable in the manner and with the effect provided in the Consolidated Mortgage.

No recourse shall be had for the payment of the principal of or interest on this Bond or any part thereof or for any claim based thereon or otherwise in respect thereof or in respect of the indebtedness represented thereby or of the Consolidated Mortgage or any supplement thereto or agreement in respect thereof, against any incorporator, stockholder, officer, or director, as such, past, present, or future, of the Company, or of any successor company, either directly or through the Company or any such successor company, whether by any legal or equitable proceeding, by virtue of any statute, constitutional provision, or rule of law, or by the enforcement of any assessment or otherwise, any and all such liability, now existing or hereafter created, being, by the acceptance hereof, and as part of the consideration for the issue hereof, expressly waived and released.

This Bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the office or agency of either the Trustee or the Company maintained for that purpose in The City of Chicago, upon surrender and cancellation of this Bond, and, thereupon, one or more new registered Bonds without coupons, of this series, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor, as provided in the Consolidated Mortgage, and on payment, if the Company shall so require, of the charges provided for in the Consolidated Mortgage. The Company and the Trustee may deem and treat the registered owner of this Bond as the owner hereof (whether or not this Bond shall be overdue) for the purposes of receiving payment of or on account of the principal hereof or interest hereon and for all other purposes, and

neither the Company nor the Trustee shall be affected by any notice to the contrary.

The Company will, subject to the exceptions and limitations set forth below, pay as additional interest to any holder of this Bond who is a United States Alien (as defined below) such additional amounts as may be necessary so that every net payment on this Bond, after withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by the United States (or any political subdivision or taxing authority thereof or therein) will not be less than the amount provided in this Bond to be then due and payable. However, the Company will not be required to make any payment of additional amounts for or on account of:

(a) any tax, assessment or other governmental charge that would not have been so imposed but for the existence of any present or former connection between such holder (or between a fiduciary, settlor or beneficiary of, or a person holding a power over, such holder, if such holder is an estate or a trust, or a member or shareholder of such holder, if such holder is a partnership or a corporation) and the United States, including, without limitation, such holder not being a United States Alien or such holder (or such fiduciary, settlor, beneficiary, person holding a power, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in trade or business or present therein or having or having had a permanent establishment therein;

(b) any estate, inheritance, gift, sales, transfer or personal property tax or any similar tax, assessment or other governmental charge;

(c) any tax, assessment or other governmental charge imposed by reason of the past or present status of such holder as a personal holding company or foreign personal holding company or controlled foreign corporation with respect to United States federal income taxation, or as a corporation that accumulates earnings to avoid United States federal income tax or as the owner, actually or constructively, of 10% or more of the total combined voting power of all classes of stock of the Company that is entitled to vote, or as a tax exempt organization or as a private foundation;

(d) any tax, assessment or other governmental charge that is payable otherwise than by withholding from a payment on this Bond;

(e) any tax, assessment or other governmental charge imposed by reason of the failure of the registered holder and the beneficial owner to comply with any requirements under United States tax law and regulations to establish entitlements to exemption from such tax assessment or other governmental charge, provided such registered holder or beneficial owner would otherwise have been entitled to such exemption, including a failure, to provide a timely and properly completed Internal Revenue Service Form W-8 (or any successor form) in respect of this Bond;

(f) any combination of items (a), (b), (c), (d) and (e);

nor shall additional amounts be paid with respect to any payment on this Bond to a holder who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the United States (or any political subdivision thereof) to be included in the income for tax purposes of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to the additional amounts had such beneficiary, settlor, member or beneficial owner been the registered owner of this Bond.

"United States Alien" means any corporation, partnership, individual or fiduciary that for United States tax purposes is, as to the United States, a foreign corporation, a nonresident alien individual, a nonresident alien fiduciary, or a foreign estate or trust, or a foreign partnership to the extent that one or more of its members are, as to the United States, foreign corporations, nonresident alien individuals or nonresident alien fiduciaries or foreign estates or trusts.